

A.G. Contract No. KR00-0854TRN
ADOT ECS File: JPA 00-53
TRACS No.: 010 MA 128 H 5319 01C
Federal Project No: STP 010-B-(4)
Section: I-10 Papago Freeway at Litchfield Rd
Interim TI Improvement
and Traffic Signal Maintenance

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT is entered into 22 April, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City agree to participate in constructing Southbound (SB) Litchfield Road to Eastbound (EB) Interstate 10 (I-10) dual left turn lanes at Litchfield Road Traffic Interchange (TI); revise median islands on Litchfield Road between ramps; provide a Northbound (NB) Litchfield Road to EB I-10 right turn lane, herein referred to as the "Project". The City shall contribute to the Project in an amount of \$148,515.00.

4. For the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State highway system within the City's system. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25232
Filed with the Secretary of State
Date Filed: 04/22/02
Betsy Bayless
Secretary of State

By: William D. Haennewald

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this agreement, invoice the City within 30 days in the amount of \$148,515.00 for construction, construction engineering (CE) and administration for the estimated cost of the Project as shown on Exhibit "A", attached hereto and made a part hereof.
- b. Provide design plans, specifications and other such documents required for the Project at 30%, 60% and 95% completion to the City for review and comments.
- c. Incorporate City's signalization into the plan set of the Project.
- d. Be responsible for Bluestaking of the Project.
- e. Call for bid, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.
- f. Upon completion of construction, approve and accept the Project on behalf of the parties hereto and provide roadway maintenance to the Project within the State's control of access.
- g. The State assumes no liability for the provisions set forth in this agreement for the City. Should the City decide to relinquish control of the intersection, all modifications that took place due to this agreement, shall be converted back to State standards prior to relinquishing.

2. The City will:

- a. Upon execution of this agreement and within 30 days of receipt of an invoice, remit to the State the amount of \$148,515.00 for the City's estimated cost of the Project.
- b. Review the construction documents and provide comments as appropriate.
- c. Provide signal design and equipment, estimated at \$60,200.00, to City standards at City's costs for State's construction.
- d. Be responsible for maintenance to the Project outside the State's control of access.
- e. Be responsible for any contractor claims for extra compensation attributable to the City.
- f. Be responsible for all electrical energy costs to operate the traffic signals and/or intersection lighting.
- g. Be responsible for all routine maintenance, emergency maintenance and operations of traffic signals, and/or intersection lighting, including upgrading the traffic poles to the City standards (modular traffic signals, preemption, LED's and UPS backup system).
- h. Be responsible for Bluestaking after installation of traffic signals.
- i. The City will keep detailed maintenance records and said records shall be made available to the State upon request.
- j. When utilized, any monthly telephone charges for interconnect circuits will be the responsibility of the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until one or both parties provide thirty (30) days notice of cancellation. The terms, conditions, and provisions of this agreement may be modified upon mutual consent of both parties by amendment of this agreement.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Goodyear
Public Works Director
119 N. Litchfield Road
Goodyear, AZ 85338

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GOODYEAR

STATE OF ARIZONA

Department of Transportation

By William Arnold
WILLIAM ARNOLD
Mayor

By Daniel S. Lance, P.E.
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST


By Dee Cockrum
DEE COCKRUM
City Clerk



RESOLUTION

BE IT RESOLVED on this 13th day of April, 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City Of Goodyear, for the purpose of defining responsibilities for operations and maintenance of traffic signals and/or highway lighting within the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.

Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 02-799

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CONSTRUCTION OF ROADWAY WIDENING IMPROVEMENTS ON LITCHFIELD ROAD AND INTERSTATE 10; AUTHORIZING THE DESIGN AND CONSTRUCTION OF THIS PROJECT AND APPROPRIATION OF FUNDS AND AUTHORIZING THE MAYOR TO ENTER INTO THE INTERGOVERNMENTAL AGREEMENT ATTACHED AS EXHIBIT "A" AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED, by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

WHEREAS, the State of Arizona and City of Goodyear agree to participate in constructing improvements to Litchfield Road at Interstate 10 by: constructing southbound Litchfield Road to eastbound Interstate 10 (I-10) dual left turn lanes; revising median islands on Litchfield Road between ramps; replace curb and gutter on southbound Litchfield Road, south of I-10 to maintain three through lanes; provide a northbound Litchfield Road to eastbound I-10 right turn lane; and to upgrade the traffic signals to City standards; and

WHEREAS, the attached Intergovernmental Agreement sets forth the Agreement between the State and the City; and this agreement shall become effective upon filing with the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA AS FOLLOWS:

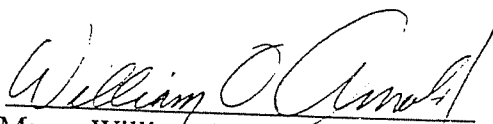
SECTION 1. The Mayor is authorized to sign the Intergovernmental Agreement with the State of Arizona, attached as Exhibit A, which is part of this resolution.

SECTION 2. The Mayor and City Council commits to provide funding for the project as stated in the Intergovernmental Agreement between the State of Arizona and the City of Goodyear.

SECTION 3. The construction and design of roadway widening improvements on Litchfield Road and I-10 is hereby authorized.

SECTION 4. This Agreement shall become effective upon filing with the Secretary of State.

PASSED AND ADOPTED by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, this 25 day of March 2002.


Mayor William O. Arnold

ATTEST:

Dee Cockrum
Dee Cockrum, City Clerk



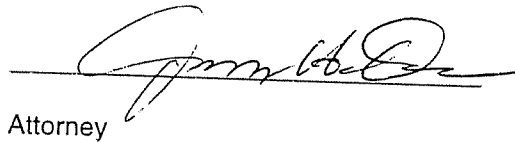
APPROVED AS TO FORM:

James H. Oeser
James H. Oeser, City Attorney

APPROVAL OF THE GOODYEAR CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the CITY OF GOODYEAR, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of April, 2002.


Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

JANET NAPOLITANO
ATTORNEY GENERAL

MAIN PHONE: (602) 542-1680

FACSIMILE: (602) 542-3646

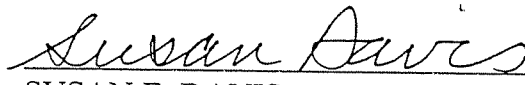
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0854TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 15, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

735358

EXHIBIT A

I-10 Litchfield Road TI Interim Improvement - Summary of Construction Costs
 (Based on Stage III Submittal)

ITEM	ADOT COSTS	CITY OF GOODYEAR COSTS
Removals	\$24,323.00	
Grade and Pave	\$75,890.00	
Drainage	\$5,500.00	
Pavement Markings and Signing	\$43,657.20	
Signals ¹	\$82,985.00	\$116,215.00
Traffic Control	\$15,843.15	\$100.00
Curb, Gutter and Sidewalk	\$41,355.50	
Retaining Wall	\$110,950.00	
Miscellaneous Items	\$7,416.00	
Force Account Work (SWPPP)	\$3,800.00	\$200.00
Construction Surveying and Layout	\$8,300.00	\$2,300.00
Mobilization ²	\$52,800.00	\$0.00
Construction Engineering	\$71,200.00	\$17,800.00
Contingencies (10%)	\$47,100.00	\$11,900.00
Totals	\$591,119.85	\$148,515.00
Total Project	\$739,634.85	

1. This amount is based on BRW cost estimate for the Stage III submittal and DMJM+HARRIS cost estimate for a ADOT designed signal. It is noted that these costs do not include equipment to be supplied by the City of Goodyear. City of Goodyear will supply \$60,200 worth of equipment in addition to the cost shown. See attached sheet for signal breakdown.

2. This summary sheet includes City of Goodyear costs for contingencies of \$11,900 and \$0 for increased mobilization due to the extra work for the City of Goodyear. The intent is that any of the City of Goodyear contingency costs that are not required will be used for the extra mobilization required.

ENGINEER'S ESTIMATE

I-10/Litchfield Rd.

Goodyear, AZ

60% November 30, 2001

BRW

Item No.	Description	Unit	Qty	Unit Cost	Total Cost
7310011	POLE (TYPE A) (8')	EACH	3	\$500.00	\$1,500.00
7310012	POLE (TYPE A) (10')	EACH	2	\$500.00	\$1,000.00
7310070	POLE (TYPE G) (STANDARD BASE)	EACH	2	\$1,300.00	\$2,600.00
7310130	POLE (TYPE Q)	EACH	3	\$3,000.00	\$9,000.00
7310140	POLE (TYPE R)	EACH	3	\$3,200.00	\$9,600.00
7310371	POLE FOUNDATION (MODULAR T-570) (WITH CONVERSION PLATE)	EACH	7	\$4,000.00	\$28,000.00
7310372	POLE FOUNDATION (MODULAR T-571) (WITH CONVERSION PLATE)	EACH	2	\$6,000.00	\$12,000.00
7310373	POLE FOUNDATION (MODULAR T-572) (WITH CONVERSION PLATE)	EACH	4	\$7,000.00	\$28,000.00
7310551	MAST ARM (20 FT.) (TAPERED)	EACH	8	\$500.00	\$4,000.00
7310570	MAST ARM (30 FT.) (TAPERED)	EACH	2	\$900.00	\$1,800.00
7310580	MAST ARM (35 FT.) (TAPERED)	EACH	1	\$1,200.00	\$1,200.00
7310600	MAST ARM (45 FT.) (TAPERED)	EACH	2	\$2,200.00	\$4,400.00
7310610	MAST ARM (50 FT.) (TAPERED)	EACH	1	\$2,400.00	\$2,400.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L.FT.	1,650	\$9.00	\$14,850.00
7320070	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	200	\$13.00	\$2,600.00
7320073	ELECTRICAL CONDUIT (2 - 3") (PVC)	L.FT.	2,300	\$13.00	\$29,900.00
7320140	ELECTRICAL CONDUIT (2 1/2") (RIGID METAL)	L.FT.	20	\$20.00	\$400.00
7320420	PULL BOX (NO. 7)	EACH	8	\$400.00	\$3,200.00
7320421	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	4	\$500.00	\$2,000.00
7320456	PULL BOX (CITY FIBER OPTIC PULL BOX)	EACH	3	\$1,200.00	\$3,600.00
7320650	CONDUCTORS	L.SUM	1	\$10,000.00	\$10,000.00
7330061	TRAFFIC SIGNAL FACE (TYPE F) (INSTALL ONLY)	EACH	17	\$100.00	\$1,700.00
7330131	TRAFFIC SIGNAL FACE (TYPE Q) (INSTALL ONLY)	EACH	4	\$125.00	\$500.00
7330211	PEDESTRIAN SIGNAL (INSTALL ONLY)	EACH	12	\$100.00	\$1,200.00
7330220	PEDESTRIAN PUSH BUTTON	EACH	6	\$125.00	\$750.00
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	15	\$140.00	\$2,100.00
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	1	\$300.00	\$300.00
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	5	\$300.00	\$1,500.00
7330350	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	4	\$350.00	\$1,400.00
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	2	\$350.00	\$700.00
7330630	REMOVE TRAFFIC SIGNALS	L.SUM	1	\$6,000.00	\$6,000.00
7340101	CONTROL CABINET (INSTALL ONLY)	EACH	1	\$3,000.00	\$3,000.00
7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	EACH	8	\$500.00	\$4,000.00
7360235	LOAD CENTER CABINET (UPS/METER PEDESTAL)	EACH	1	\$4,000.00	\$4,000.00
					<hr/>
					\$199,200.00
	CONTROLLER CABINET, FULLY EQUIPPED	EACH	1	\$17,000.00	\$17,000.00
	SIGNAL HEADS (LED) (TYPE F)	EACH	17	\$600.00	\$10,200.00
	SIGNAL HEADS (LED) (TYPE Q)	EACH	4	\$1,000.00	\$4,000.00
	PEDESTRIAN HEADS (LED)	EACH	12	\$500.00	\$6,000.00
	PREEMPTION SYSTEM	EACH	1	\$5,000.00	\$5,000.00
	VIDEO DETECTION	EACH	1	\$18,000.00	\$18,000.00
					<hr/>
					\$60,200.00

Litchfield Road T.I
ADOT Signal Cost
DMJM + Harris

Description	Total Quantity	Unit	Cost	Total
Pole (Type A)	1	Each	\$ 500.00	\$ 500.00
Pole (Type Q)	1	Each	\$ 3,000.00	\$ 3,000.00
Pole (Type R)	1	Each	\$ 3,200.00	\$ 3,200.00
Pole (Type G)	2	Each	\$ 1,500.00	\$ 3,000.00
Pole (Type G Modified)(Relocate)	1	Each	\$ 750.00	\$ 750.00
Pole Foundation (Type A)	1	Each	\$ 300.00	\$ 300.00
Pole Foundation (Type Q)	1	Each	\$ 1,200.00	\$ 1,200.00
Pole Foundation (Type R)	1	Each	\$ 1,500.00	\$ 1,500.00
Pole Foundation (Type G)	3	Each	\$ 500.00	\$ 1,500.00
Mast Arm(20 Ft.)(Tapered)	4	Each	\$ 500.00	\$ 2,000.00
Mast Arm(35 Ft)(Tapered)	1	Each	\$ 1,200.00	\$ 1,200.00
Mast Arm(45 Ft.)(Tapered)	1	Each	\$ 2,000.00	\$ 2,000.00
Electrical Conduit (1 1/2") (PVC)	50	L. Ft.	\$ 5.00	\$ 250.00
Electrical Conduit (3") (PVC)	1240	L. Ft.	\$ 9.00	\$ 11,160.00
Pull Box(No. 7)(With Extension)	6	Each	\$ 500.00	\$ 3,000.00
Conductors	1	L. Sum	\$ 6,000.00	\$ 6,000.00
Traffic Signal Face (Type F)	9	Each	\$ 500.00	\$ 4,500.00
Traffic Signal Face (TYPE R)	1	Each	\$ 600.00	\$ 600.00
Traffic Signal Face (Pedestrian) (Man/Hand)	5	Each	\$ 500.00	\$ 2,500.00
Traffic Signal mounting Assembly (TYPE II)	5	Each	\$ 125.00	\$ 625.00
Traffic Signal mounting Assembly (TYPE IV)	1	Each	\$ 300.00	\$ 300.00
Traffic Signal mounting Assembly (TYPE V)	2	Each	\$ 300.00	\$ 600.00
Traffic Signal mounting Assembly (TYPE VII)	2	Each	\$ 300.00	\$ 600.00
Pedestrian Push Button	5	Each	\$ 200.00	\$ 1,000.00
Control Cabinet (Type IV)	1	Each	\$ 12,000.00	\$ 12,000.00
Control Cabinet Foundation	1	Each	\$ 1,000.00	\$ 1,000.00
Loop Detector For Traffic Signals (6' X 50')(Quad)	18	Each	\$ 500.00	\$ 9,000.00
Remove Traffic Signals	1	L. Sum	\$ 4,000.00	\$ 4,000.00
Luminaire(Horizontal Mount)(HPS 250 WATT)	4	Each	\$ 300.00	\$ 1,200.00
Load Center Cabinet (Type II) (120/240 Volt)	1	Each	\$ 5,000.00	\$ 5,000.00
			Total	\$ 82,985.00

